Guidelines and Official Rules for Rockville's Environmental Photo Contest

Terms:

- 1. The term "Contest" refers to the City of Rockville 'Environmental Photo Competition'.
- 2. The "Contest Sponsors" refers to the City of Rockville.
- 3. The "Contestant" is the person who submits the photo. Contestants must have parental consent if under the age of 18.
- 4. A "Photo Submission" is any photo mailed to the City of Rockville and received by March 26, 2012.

Eligibility:

- 1. The Contest is open to Rockville and non-Rockville residents of all ages.
- 2. Contestants under the age of 18 must have parental consent.
- 3. Previous photography experience is neither required nor prohibited.
- 4. The following individuals are not eligible to enter the Contest: City employees, City Environmental Commission members, elected officials to Rockville and their immediate families.

General Requirements:

- 1. Photo Submission must be in digital format, and submitted either by email or in the form of a compact disc
- 2. Photo Submission must be received by midnight, March 26, 2012. Photos can be mailed or hand delivered between the hours of 9am-5pm Monday-Friday to:

Environmental Management Division 30 Courthouse Square, Suite 100 Rockville, MD 20850 Attn: Environmental Photo Contest

Photos can also be emailed to hgewandter@rockvillemd.gov.

- 3. The following information must be included with each photo: name, age, location where the photo was taken, and a short description of the photo not exceeding three sentences.
- 4. Each Contestant may submit up to three Photo Submissions.
- 5. Once a photo is received by the Contest it is considered final and may not be modified or edited.
- 6. No Photo Submissions will be returned to the Contestant
- 7. There is no fee to enter the Contest.

8. The Contestants will be divided into four age categories: 12 & under, 13-17, Adult 18+, and Seniors 60+.

Content Requirements:

- 1. Photo Submission must have an environmental theme that pertains to Rockville. This includes natural landscape, plant life, animal life, improvement or the enjoyment of outdoors, etc.
- 2. Photo Submission must be a photo taken in Rockville.
- 3. Photo Submission may be color, black & white, or desaturated photos.
- 4. Photo Submission may be photos that have been edited (Photoshop, etc.).
- 5. Submissions that do not comply with the City of Rockville Terms of Use or these Official Rules or that otherwise contain prohibited, inappropriate, or irrelevant content as determined by the Sponsors, at their sole discretion, will be disqualified, removed from the Contest site and not considered for a prize.

Prizes

- 1. The winning Photo Submission for each age category may be displayed in the Rockville Reports and/or on the City website.
- 2. The winning Photo Submissions and honorable mentions may be displayed at the City Hall, the Croydon Creek Nature Center, the City website, VisArts at Rockville and potentially at other City facilities. To be displayed, the artist needs to submit a framed copy of the picture within three weeks of receiving notice of the award.

Registration:

- 1. The person named as the registered owner of the user account associated with the Photo Submission will be considered the Contestant and will be the only person eligible to compete for the winning prize with the following two exceptions: (i) an individual may upload or send a photo on behalf of another individual and designate that other individual as the rightful winner of any eventual prize if that other individual meets all eligibility requirements or (ii) a parent or guardian may upload or send in a photo on behalf of their minor child and designate the child as the rightful winner of any eventual prize if that other individual meets all of the eligibility requirements.
- 2. If there is no name on the account associated with the Submission, it will be considered an anonymous entry. An anonymous entry will not be considered for a prize.

Liabilities and Rights:

1. The Contest Sponsors expressly disclaim any and all liability in connection with Photo Submissions.

- 2. The Contest Sponsors do not permit copyright infringing activities and infringement of intellectual property rights and will remove all Photo Submissions in violation of copyright protections if properly notified that a Submission infringes on another's intellectual property rights.
- 3. The Contestant assumes sole responsibility for the material contained in the Photo Submission and for the consequences of posting it on the Contest site.
- 4. By submitting photos, you give the City of Rockville permission to use them for non-profit governmental purposes, including but not limited to environmental education and awareness. The permission includes, but is not limited to, publication by City of Rockville in printed materials, television broadcasts, Web sites, or our internet. You will not be compensated for such use. However, where reasonable, we will give you credit for the photos.
- 5. Winner acknowledges and agrees that as a condition of winning, if legally permissible, Contestant Sponsor and its parents, subsidiaries and affiliates have the right to publicize his/her name, likeness, city and state of residence, and the fact that he/she won the sweepstakes, and all matters incidental thereto, without further compensation, authorization or remuneration
- 6. By accepting the prize, the winner agrees that the Contestant Sponsor and its parents and affiliates will have no liability whatsoever for any injuries, losses or damages of any kind incurred in connection with or resutling from acceptance, possession and or use/misuse of any prize, or while traveling to, preparing for and/or participating in this contast.
- 7. The decision of the Contestant Sponsor will be final in all matter pertaining to the contest.
- 8. All federal, state and local laws apply.

Judging Criteria

One winner in each age category will be selected. The judging will be conducted by a panel of judges elected by the Sponsor ("Judges") and will based on the following two criteria:

- 1. Subject (relevance to the environment, creativity, impact)
- 2. Technical (focus, exposure, lighting)

In the event of a tie, the Judges will select the entrant who received the highest score for subject. Judging will be completed by April 2, 2012 and announced on April 30, 2012, Earth Day. The Contest Sponsors reserve the right to verify that each Submission is in full compliance with these Official Contest Rules before the Contestant is recognized as a winner.

Timeline

- March 26, 2012: Submissions due.
- March 26 April 2, 2012: Judging.
- April 30, 2012: Winners announced.

General Terms and Conditions: If for any reason the Contest is not capable of running as planned, including without limitation, low overall quality of submissions, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsors reserve the right, at their sole discretion to cancel, modify or terminate the Contest. Further, the Contest Sponsors reserve the right, at their sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest Sponsor (b) violating the Official Rules, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Limitations of Liability and Release: Contest Sponsors and Contest Parties assume no liability or responsibility resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. Contest Sponsors and Contest Parties assume no responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Contest Sponsors and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Contest Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Contestant releases Contest Sponsors and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest. Contest Sponsors and Contest Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Contest Sponsors may, but are not obligated to, exercise reasonable efforts to display the winning photos and deliver all or part of the prize or make a reasonable substitution in their sole discretion.